

C-11-0032

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CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**YOUTH SERVICES CENTER STAFF CLOTHING
QUOTE 3203**

**OD Taragin & Bros., LLC
1400 Aliceanna St.
Baltimore, MD 21231
410.276.7570**

**LANCASTER COUNTY
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into this _____ day of _____ 2010, by and between **OD Taragin & Bros., LLC, 1400 Aliceanna St., Baltimore, MD 21231**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

For providing **Youth Services Center Staff Clothing, Quote 3203** and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to Line Item #5 of Contractor's Proposal

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The County shall order on an as needed basis for the duration of the contract.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination. This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
7. Contract Term. This Contract shall be effective upon execution by both parties. The term of the Contract shall be a four (4) year term.
8. The Contract Documents comprise the Contract, and consist of the following:
 1. Instructions to Bidders
 2. Accepted Proposal/Response
 3. Contract Agreement
 4. Photo
 5. Special Provisions
 6. Addendum # 1
 7. Sales Tax Exemption Form 13

These Contract Agreements, together with the other Contract Documents herein above mentioned, form this Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Bridgette Bohrens
Lancaster County Attorney

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
dated 11/11/11

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

Name of Corporation

(Address)

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

OD Taragin & Bros. LLC
Name of Organization

LLC
Type of Organization

1400 Aliceanna St Baltimore MD
(Address)

By: Michael Shapiro 21231
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)

Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Shelly Hinze, Buyer	Address	Purchasing\City & County	Address	Youth Services Center
Email	rhinze@lincoln.ne.gov		440 S. 8th St.		1200 Radcliff Street
Phone	1 (402) 441-8313		Lincoln, NE 68508	Contact	Lincoln, NE 68512
Fax	1 (402) 441-6513	Contact	Shelly Hinze, Buyer		
Bid Number	3203 Addendum 1	Department		Department	
Title	Youth Services Center Staff Clothing	Building		Building	
Bid Type	Quote	Floor/Room		Floor/Room	
Issue Date	11/16/2010	Telephone	(402) 441-8313	Telephone	
Close Date	11/23/2010 2:00:00 PM CST	Fax	(402) 441-6513	Fax	
Need by Date		Email	rhinze@lincoln.ne.gov	Email	

Supplier Information

Company OD TARAGIN & BROS., LLC
 Address 1400 ALICEANNA ST
 BALTIMORE, MD 21231
 Contact JONATHAN SHAPIRO
 Department
 Building
 Floor/Room
 Telephone 1 (410) 2767570
 Fax 1 (410) 2761414
 Email odtar@erols.com
 Submitted 11/19/2010 12:51:42 PM CST
 Total \$1,589.00

Signature _____

Supplier Notes

Bid Notes

County requests quotes for clothing which is durable enough to stand up to daily work in a Youth Detention Facility at a competitive price.

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes

2	Quantity	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The County does not guarantee any dollar amount or order quantities for the term of the contract. Sizes are not determined at this time.	Y
3	Renewal is an Option	Contract Extension Renewal is an option.	Yes
4	Term Clause of Contract	I acknowledge that the term of the contract will be a (4) four year term from the date of the executed contract. (a) Bid prices firm for the first full contract period. YES or NO (b) Bid prices subject to escalation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	Prices firm for 1 year then subject to increase
5	Equivalent	I acknowledge if bidding an equivalent to the brands listed that I have mailed samples of the equivalent items to: City of Lincoln, Purchasing, 440 south 8th Street, Ste. 200, Lincoln, NE 68508	Y
6	Delivery	State number of delivery days ARO. FOB to the City/County at the location specified with all transportation charges paid.	30 days ARO
7	Set up Fee	List your one time set up fee for embroidery Youth Services Center Staff onto items.	0
8	Contact	Name of person submitting this bid:	Jonathan Shapiro
9	Electronic Signature	Please check here for your electronic signature.	Yes
10	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	25	EA	Black Polo Shirt 5.6 oz - Embroidered w/ YSC Staff Size Small - XL	\$7.94

Manufacturer: Gildan or Equivalent Manufacturer #: 8800

Item Notes: These shirts shall be ordered on an as-needed basis through the use of a Blanket Purchase Order. You must indicate the manufacturer and manufacturer number in the Supplier Notes section of your ebid response. Each shirt must be embroidered with the YSC Staff logo as shown in the Bid Attachment section above. The letters are all capital letters. The 'Y' 'S' 'C' are a little taller than the rest and are approximately ½ inch tall. The smaller letters are approximately 1/3 inch. The stitching is khaki in color. Price must include the cost of the shirt, embroidery and delivery to location listed above.

Supplier Notes:

2	25	EA	Black Polo Shirt 5.6 oz. - Embroidered w/ YSC Staff Size XXL - XXXXXL	\$12.88
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Manufacturer: Gildan or Equivalent Manufacturer #: 8800

Item Notes: List prices differences in supplier notes if XXL - 5XL is different in prices.
These shirts shall be ordered on an as-needed basis through the use of a Blanket Purchase Order. You must indicate the manufacturer and manufacturer number in the Supplier Notes section of your ebid response. Each shirt must be embroidered with the YSC Staff logo as shown in the Bid Attachment section above. The letters are all capital letters. The 'Y' 'S' 'C' are a little taller than the rest and are approximately ½ inch tall. The smaller letters are approximately 1/3 inch. The stitching is khaki in color. Price must include the cost of the shirt, embroidery and delivery to location listed above.

Supplier Notes:

3	25	EA	Black Heavyweight Sweatshirts - Embroidered w/ YSC Staff Size Small - XL	\$11.63
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Manufacturer: Gildan or Equivalent Manufacturer #: 1800

Item Notes: These sweatshirts shall be ordered on an as-needed basis through the use of a Blanket Purchase Order. You must indicate the manufacturer and manufacturer number in the Supplier Notes section of your ebid response. Each sweatshirt must be embroidered with the YSC Staff logo as shown in the Bid Attachment section above. The letters are all capital letters. The 'Y' 'S' 'C' are a little taller than the rest and are approximately ½ inch tall. The smaller letters are approximately 1/3 inch. The stitching is khaki in color. Price must include the cost of the shirt, embroidery and delivery to location listed above. Sweatshirts shall be 50% Cotton/50% Polyester.

Supplier Notes:

4	25	EA	Black Heavyweight Sweatshirts - Embroidered w/ YSC Staff Size XXL - XXXXXL	\$15.51
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Manufacturer: Gildan or Equivalent Manufacturer #: 1800

Item Notes: List prices differences in supplier notes if XXL - 5XL is different in prices.
These sweatshirts shall be ordered on an as-needed basis through the use of a Blanket Purchase Order. You must indicate the manufacturer and manufacturer number in the Supplier Notes section of your ebid response. Each sweatshirt must be embroidered with the YSC Staff logo as shown in the Bid Attachment section above. The letters are all capital letters. The 'Y' 'S' 'C' are a little taller than the rest and are approximately ½ inch tall. The smaller letters are approximately 1/3 inch. The stitching is khaki in color. Price must include the cost of the shirt, embroidery and delivery to location listed above. Sweatshirts shall be 50% Cotton/50% Polyester.

Supplier Notes:

5	25	EA	Double Pleated Khaki Colored Staff Pants Various Sizes As Needed Indicate pricing based on size in supplier notes section of this Line Item.	\$15.60
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Manufacturer: Redkap or Equivalent Manufacturer #: PT44

Item Notes: These pants shall be ordered on an as-needed basis through the use of a Blanket Purchase Order.
The estimated number of pants ordered per year is 25.
You must indicate the manufacturer and manufacturer number in the Supplier Notes section of your ebid response.
Price must include the cost of delivery to location listed above.

Supplier Notes: \$15.60 for 28-42, \$18.88 for 44-50 Pricing for unhemmed. If need hems add \$1.00

Response Total:	\$1,589.00
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Addendum #1
for
Youth Services Center Staff Clothing
Bid No. 3203

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification, or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

- Q. What is the color of the shirts and sweatshirts?
A. Black

All other terms and conditions shall remain unchanged.

Dated this 17th of November, 2010.

Shelly Hinze,
Buyer